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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BETH BERKELHAMMER, *et al.*, *Plaintiffs*, v. ADP TOTALSOURCE GROUP, INC., *et al.*, *Defendants*.	No. 2:20-CV-5696 (EP) (JRA) **PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

In accordance with Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs respectfully request preliminary approval of a Class Action Settlement. Defendants do not oppose this motion.

On May 7, 2020, Plaintiffs, individually and as representatives of a class of participants and beneficiaries of the ADP TotalSource Retirement Savings Plan (the "Plan"), brought this action under 29 U.S.C. §§ 1132(a)(2) and (a)(3) against Defendants ADP TotalSource Group, Inc., Automatic Data Processing, Inc., ADP TotalSource Retirement Savings Plan Committee, and later individually named defendants (collectively "Defendants") for breach of fiduciary duty and prohibited transactions under 29 U.S.C. §§ 1104(a) and 1106, relating to Defendants' management and administration of the Plan. ECF No. 1.[1] Defendants dispute these allegations and deny liability for any alleged fiduciary breach and prohibited transaction.

After more than *six* years of litigation, adversarial discovery, and extensive arm's length negotiations between experienced counsel, on June 16, 2026, the parties agreed in principle to settle the case. ECF No. 339. The final terms of the settlement are set forth in the Settlement Agreement executed on July 31, 2026. *See* Exhibit A

[1] Plaintiffs also named NFP Retirement, Inc. ("NFP") as a defendant. NFP was later dismissed from the action. ECF Nos. 95, 100, 193-2.

(attached hereto; referred to herein as the "Settlement").[2]

The Settlement is fundamentally fair, adequate, and reasonable in light of the circumstances of this case and preliminary approval of the Settlement is in the best interest of Class Members. In return for a release of the Class Representatives' and Class Members' claims, Defendants have agreed to pay a sum of $48,000,000 and implement certain non-monetary relief for the benefit of Plan participants moving forward.

At the preliminary approval stage, the Court is only required to determine that "the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason." *In re HealthEC LLC Data Breach Litig.*, No. 24-26-SDA, 2025 U.S. Dist. LEXIS 107723, at *10–11 (D.N.J. June 6, 2025). The Settlement reached between the parties more than satisfies this standard and other relevant considerations given the complex nature of the case and the exceptional results obtained for Class Members months before the trial was set to commence. Preliminary approval will not foreclose interested persons from objecting to the Settlement and thereby presenting dissenting viewpoints to the Court.

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[2] If not defined herein, capitalized terms have the definitions in the Settlement, which is incorporated herein by reference.

In support of preliminary approval, Plaintiffs submit a memorandum in support of this Motion and the Declaration of Troy A. Doles.

Plaintiffs respectfully request:

- That the Court enter an order granting its preliminary approval of the Settlement;
- That the Court order any interested party to file any objections to the Settlement within the time limit set by the Court, with supporting documentation, order such objections, if any, to be served on counsel as set forth in the proposed Preliminary Approval Order and Class Notice, and permit the parties the right to limited discovery from any objector as provided for in the proposed Preliminary Approval Order;
- That the Court schedule a Final Fairness Hearing for the purpose of receiving evidence, argument, and any objections relating to the Settlement. However, given the processing and delivering of Settlement notices to Class members, the deadline to object to the Settlement, and the review and approval period of the Independent Fiduciary, among other interim milestones and deadlines, Plaintiffs request that a Final Fairness Hearing be held as soon as administratively feasible but no earlier than December 7, 2026 [**or no earlier than 120 days after entry of the Court's order preliminarily approving the Settlement**]; and

- That following the Final Fairness Hearing, the Court enters an Order granting final approval of the Settlement.

Dated: July 31, 2026

Respectfully submitted,

SPIRO HARRISON & NELSON

By: s/ Thomas M. Kenny
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CERTIFICATE OF SERVICE

I, Thomas M. Kenny, hereby certify that on July 31, 2026, I caused the foregoing to be delivered electronically via email to all parties through their counsel of record.

s/ Thomas M. Kenny
Thomas M. Kenny